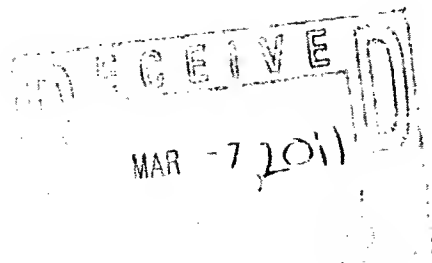


AGREEMENT BETWEEN  
THE  
BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION  
AND THE  
BRIDGEWATER-RARITAN TRANSPORTATION ASSOCIATION,  
an NJEA affiliate

July 1, 2010 - June 30, 2013



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This Agreement is entered into this 21<sup>st</sup>. day of December, 2010, by and between the Board of Education of the Bridgewater-Raritan Regional School District of Bridgewater, New Jersey, herein after called the "Board", and the Bridgewater-Raritan Transportation Association, affiliated with NJEA, herein after called the "Association".

**ARTICLE I**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regularly employed full and part-time bus drivers employed by the Board but excluding all other employees of the Board. Full-time is defined as a driver who is regularly employed and eligible for insurance benefits. Part-time is defined as a driver who is regularly employed for a fixed number of hours per day that are not sufficient to qualify the driver for insurance benefits. Substitute bus drivers shall be excluded from the unit.
- B. Unless otherwise indicated, the term "bus driver" when used hereinafter in this Agreement, shall refer to all employees defined by Subsection A.
- C. The Association accepts the requirement of the New Jersey Employer-Employee Relations Act as amended to represent equally all members of the above-defined unit.

**ARTICLE II**  
**NEGOTIATIONS PROCEDURE**

- A. The parties agree to enter into collective negotiations in accordance with NJSA 34:13A-1 through 21 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than one hundred and twenty (120) days prior to the Annual Election of the school year in which the existing Agreement expires. Any agreement negotiated shall apply to the unit defined, be reduced to writing, be subject to ratification by the Association, be subject to ratification by the Board, and be signed by the Association and the Board.
- B. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be termed a side bar agreement, and signed by the Board and the Association.
- C. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. A "grievance" shall mean a claim by an employee, employees, or representative of an employee or employees, that there has been misinterpretation misapplication, or a violation of Board policy or this Agreement. A grievance to be considered under this procedure must be initiated by the employee within ten (10) work days of the time the employee knew or should know of its occurrence.

2. An "aggrieved person" is the person or persons making the claim.
3. The term "work day", when used in this Article, shall mean any day on which the District Business Office is open.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting the terms and conditions of employment of bus drivers. Both parties agree that those proceedings will be kept informal and confidential at every level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any bus driver or group of bus drivers having a grievance to discuss the matters informally with the Transportation Coordinator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Failure to initiate and process a grievance within the designated period of time at each step shall deem the grievance resolved. Failure to respond to a grievance within the specified time limits shall permit the grievance to advance to the next level. The time limits specified may, however, be extended by mutual agreement in writing.
4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules, and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

C. Levels of Appeal

1. Level One—Transportation Coordinator

A bus driver or group of bus drivers with a grievance shall first verbally identify the matter as a grievance and discuss it with the Transportation Coordinator either directly or through the Association's grievance representatives, with the objective of resolving the matter informally. If the aggrieved person or group of persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the grievance was discussed at Level One, the grievant must notify the Grievance Representative of his/her request to process a formal grievance within five (5) work days after the decision was made at Level One or ten (10) work days after the grievance was discussed with the Transportation Coordinator. The Association's Grievance Representative shall submit a written grievance to the Transportation Coordinator within five (5) work days after receiving the request to process the grievance.

2. Level Two—Business Administrator

If the grievance is not resolved to the satisfaction of the grievant or grievants within five (5) work days of its written submission to the Transportation Coordinator, then the Grievance Representative shall submit the written grievance to the Business Administrator within ten (10) work days of its written submission to the Transportation Coordinator.

The Business Administrator shall meet with the grievant and the Association's Grievance Representative to review the grievance within ten (10) work days of receipt of the grievance. The Business Administrator shall render a written decision within five (5) work days of said meeting. If no decision has been rendered or if the grievant is

dissatisfied with the decision, the grievant may submit the grievance to the Board within five (5) work days.

3. Level Three-Board

If the grievance is not resolved to the employee's satisfaction, the employee, not later than five (5) business office work days after receipt of the Business Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request within five (5) business office work days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board (or upon the request of the employee) hold a hearing with the employee, and render a decision in writing with reasons within thirty-(30) business office work days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

4. Level Four—Arbitration

If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level Three or if no written decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious for further consideration, it must submit the grievance to the Public Employment Relations Commission for arbitration within ten (10) work days after receipt of the request by the aggrieved person and shall notify the Board of such submission.

The Arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by Law or which is in violation of the terms of this Agreement. The Arbitrator cannot add to, delete from, or amend the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association. The decision of the Arbitrator shall be binding upon the parties when there is a claim by an employee, employees, or representatives of an employee or employees, that there has been a misinterpretation, misapplication, or a violation of any of the provisions of the Agreement.

- D. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the parties.
- E. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative from the Association or the NJEA.
- F. Following Level One, decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
- G. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

**ARTICLE IV**  
**EMPLOYEE'S RIGHTS**

- A. Pursuant to NJSA 34: 13A-1 et. seq. the Board hereby agrees that every employee of the Board included in this unit as set forth under Article I shall have the right freely to organize join and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection or not to engage in these activities. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by NJDSA 34:13A 1 et. seq. or other laws of New Jersey or Constitutions of New Jersey or the United States.
- B. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- D. The Board and the Association agree that any individual employee may not be required under any circumstances to transport a student in a private automobile.
- E. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in office, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview.
- F. An employee shall have the right to review the contents of his/her personnel file, timesheets or any other document that the employee has signed that has been retained by the Board, at a reasonable time, upon written request to the Transportation Coordinator, to register and record objection to any item which could be construed as reflecting adversely on professional competence or personal integrity, to request removal of material deemed inappropriate of obsolete and, if such request is denied, to pursue this request through Level Three of the grievance procedure. The employee shall be entitled to have representatives of the Association accompany him/her during such review.

No information in an employee's personnel file will be shared with anyone outside of administrative/supervisory personnel and Board members with a legitimate need to know, except name, place and dates of employment, job classification and salary. Additional specified information may be given upon advance written approval of the employee to the Director of Human Resources or in response to subpoena or similar order.

The employee is entitled to receive copies of any documents in his/her file. The board may levy a charge for such copying, which charge shall bear a reasonable relationship to actual cost. Prior to any examination, any and all communications from a third party regarding employment references shall be removed from the file. If, upon examining the file, the employee has reason to believe that there are inaccuracies in documents contained in it, he/she may submit a written memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director concurs with the employee, the inaccurate document may be removed or the written memorandum will be attached to the questioned document.

- G. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, sexual orientation, obligation for military service, or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.

- H. Beginning June 1<sup>st</sup> the Board shall notify the Association of all employees whose contracts have not been renewed for the following year.
- I. For full time and part time drivers, seniority shall be based on the length of continuous employment from the first day of work under a contract. Should more than one driver begin work on the same date then the senior most driver will be the driver first approved for employment by the Board. Should more than one driver be approved at the same Board meeting then the driver whose actual written application date is first shall be the senior driver. When it becomes essential to reduce positions, seniority and evaluated performance shall be the determining factors.
- J. Evaluated performance shall mean on-site review of the employee's performance as well as materials contained in the employee's personnel file. A minimum of one evaluation will be performed per year. A post evaluation conference will be held when requested by the driver.
- K. Discipline Code
1. Rules and Regulations
- a. Overview
- Effective personnel practices indicate that certain rules and regulations are necessary for the safety, security and productivity of employees and the school district management. The best working conditions prevail where supervisors and employees demonstrate consideration for themselves, their fellow employees, their employer and students. To make clear the conduct which our district expects to see practiced, a series of rules and regulations have been set forth with which all employees and supervisors are expected to comply.
- It will be the responsibility of all supervisors and administrators to make their employees aware of these rules and to insist that these rules and regulations are properly observed in order to assure the well-being of all.
- The rules are categorized into two major groups. Group I Rules are concerned with major items of personal conduct. Group II Rules, although somewhat less serious when violated, warrant prompt attention and correction. Both categories describe the nature of improper action and cannot be considered to be all inclusive. Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the violation.
- b. Group I Rules
- A violation of any one of these rules may be considered cause for suspension and/or dismissal.
- Provoking or starting fights involving physical contact.
  - Stealing records or property of the school district or property of another employee or student.
  - Making any false statements on employee records, time sheets or reimbursement requests.
  - Working while under the influence of intoxicants, narcotics or other so called controlled dangerous substances, or possessing, using or selling such materials or related paraphernalia anywhere on school district property.
  - Performing malicious acts resulting in destruction to school district or personal property.

- Carrying a concealed weapon, or bringing, possessing or using firearms or weapons of any type on school district property.
- Committing any act, which would be considered to be an indictable offense as defined by the laws of the State of New Jersey.
- Participating in a strike or job action (this does not require a driver to cross picket lines of any other bargaining unit which is striking the Board.
- Leaving a child or children unsupervised on a bus. Unsupervised means being at a distance where the Driver cannot see and hear the child (children) clearly.

c. Group Rules II

Employees who violate any of these rules will be subject to a reprimand by their supervisor. Continued violations may be cause for dismissal.

- Failing to observe working hours by tardiness or by unexcused or excessive absenteeism.
- Using abusive language.
- Leaving the work area prior to the expiration of the driver's contractual work hours.
- Failing to adhere to rules or regulations as defined by the supervisor in writing.
- Smoking in district buildings or on school grounds or in school vehicles.

2. Discipline

a. Overview

It is the intent of the Bridgewater-Raritan Regional School District to ensure that discipline, when required, is carried out in a fair and consistent manner. While all employees are expected to conduct themselves according to generally accepted rules of conduct and performance, this policy addresses itself to the relative few who do not and thereby, cause disciplinary problems. The disciplinary procedure set forth is designed to improve the work pattern of problem employees and to provide a record of corrective action taken to modify behavior or change performance.

b. Steps in the Disciplinary Procedure

The following sequence of actions will normally be taken in carrying out discipline for rules violations. Based on the severity of the offense, some steps in the procedure may be bypassed.

(1) Verbal Warning

The first step in the disciplinary procedure consists of a verbal warning followed by a counseling session which points out, in a constructive fashion, the area of deficiency and offers the



employee assistance in attempting to correct same. The counseling session may consist of getting at the cause of the problem by further explanation of the rules, regulations or requirements of the job. It should be mentioned that a recurrence of the violation may result in a written warning.

(2) Written Warning

A written warning is documentation that corrective action has not been taken as a result of the previously issued verbal warning, or that another rule has been violated. In the case of a written warning, the language of the reprimand should be clear, specifically identifying the nature and circumstances of the offense. The last statement in the written warning should state, "Subsequent disregard of the school district rules and regulations will result in further disciplinary action, up to and including discharge."

In regards to tardiness, if an employee has received a written warning for tardiness and said employee works for two years from the date the warning was received without any additional tardy occurrence, the written warning will be expunged from their personnel file.

(3) Suspension

The third step in the disciplinary procedure should be given serious consideration by both the supervisor and the employee, as the next step would normally be discharge. Suspension without pay for a period of three days is recommended, although circumstances may dictate a longer or shorter period of time.

(4) Discharge

The final step in the disciplinary procedure is termination of employment with the school district.

(5) Grievance Procedure

Disciplinary actions are grievable.

c. Application of Disciplinary Actions

Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the rules which are violated (see Regulations overview). Group I Rules are concerned with major areas of personal conduct, are areas of serious consequence and violations should never be condoned. Prompt and effective action is required of all supervisors and administrators.

d. Group I Rules Violation

1<sup>st</sup> offense: Suspension or discharge 2<sup>nd</sup> offense: Discharge Violations of Group II Rules, though somewhat less serious, warrant prompt attention and correction by all supervisors and administrators.

e. Group II Rules Violation

1<sup>st</sup> offense: Verbal warning 2<sup>nd</sup> offense: Written warning 3<sup>rd</sup> offense: Suspension  
4<sup>th</sup> offense: Dismissal

The disciplinary actions described above represent the maximum penalty for the offense listed. A margin of reason and discretion will always be left to the individual supervisor/administrator. Each case should be judged individually, with such factors as length of service, performance record, attendance, attitude, etc., being taken into consideration when evaluating the employee's total record.

f. Responsibility

Supervisors and administrators will be responsible for initiating remedial actions necessary to correct, improve and promote proper employee behavior. Consultation and guidance for uniform application of this policy is to be obtained from the Superintendent or his designee prior to issuing written warnings.

g. Documentation Procedure

Supervisors and administrators must notify the Superintendent or his designee of all verbal warnings. In the case of a written warning or suspension notification, the Superintendent or his designee will review and approve the documentation prior to the distribution to the employee. One copy is to be retained by the supervisor/administrator, one copy given to the employee, and one copy forwarded to the Personnel Office for inclusion in the employee's Personnel file. Any written document should contain the employee's signature. If the employee refuses to sign the document, a notation "employee refused to sign" must be made. Any employee who feels he or she has been treated unfairly in the discipline process may seek redress via the appropriate channels.

3. Separation

a. Overview

Continuity of employment has always been a major objective of the school district. Employees are recognized as valuable assets, and it is hoped that employees view their jobs as something of personal value. For these reasons, it is the policy of the Bridgewater-Raritan Regional School District to make every practical effort to select and place individuals in job suited to their skills and abilities, in order to avoid voluntary or involuntary separation. The school district recognizes, however, that separation will occur as a result of resignation, discharges, health, reduction-in-force or retirement. All employees will be treated equitably when terminating employment with the Bridgewater-Raritan School District.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings in accordance with Board policy. Permission of the school building principal or the designee shall be required. Such permission shall not be withheld unreasonably.
- B. The Association shall have space on the bulletin board in the staff lounge. The location of Association bulletin board space in the staff lounge shall be agreed upon mutually by the Association and the supervisor and department head. Materials to be posted shall be in good taste and bear a signature of an officer of the Association.
- C. The Board agrees to furnish to the Association:

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1. By September 30 of the contract year a current roster of employees (as of September 1) including pay rate and step number.
  2. The Board agrees to make available to the Association such other public information requested by the Association. Anyone hired after September 1 should be added to the roster and the updated roster given to the association within 20 working days.
  3. The Board will provide each driver with their total scheduled driving time hours including pre and post trip inspection. Such notice to be furnished by November 1.
- D. The Association shall have the right to use the inter-school mail facilities mail boxes as it deems necessary.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees and to no other comparable employee organization.
- F. Whenever a representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled at the Board's discretion the employee shall suffer no loss in pay.

#### **ARTICLE VI**

##### **SICK LEAVE OF ABSENCE**

- A. Employees shall be entitled to ten (10) sick days for each full year of service. Periodic accounting of sick leave days shall be made for each driver, not less than once a year.
- B.
1. When a bus or van driver retires after at least twenty (20) years of employment in the district, the Board of Education shall compensate him/her for unused accumulated sick leave according to the following formula:
  2. One (1) day for every three (3) days of unused accumulated sick leave to a maximum of sixty-five (65) days, at the rate of 1/180<sup>th</sup> of the annual salary of the driver at the time of retirement up to a maximum amount of ten thousand dollars (\$ 10,000).
- C. An employee who has exhausted his/her sick leave because of prolonged illness may, apply to the Board, through the Superintendent, for an extended leave of absence pursuant to N. J.S.A. 18A:30-6. On a case by case basis, this leave may be granted by the Board and may result in the cost of a substitute driver being deducted from any additional approved paid leave.

The Superintendent may on a case by case basis recommend to the Board that the above deductions be waived in extenuating circumstances.

#### **ARTICLE VII**

##### **TEMPORARY LEAVE OF ABSENCE**

- A. Excused absence requested at least forty-eight (48) hours in advance, in writing and approved through the Human Resources Office and Transportation Coordinator may be granted for any of the following, up to a maximum of two (2) days per year.
1. Marriage in the immediate family, excluding self.
  2. Graduation exercises of the employee or his/her immediate family (see B. 1. below) limited to high school and above.
  3. Required appearance in Court, involving matters related to the employee's employment in the district.

4. One day due to circumstances requiring absence during school hours for legal, business, or family matters of a personal nature that cannot be accomplished outside normal work hours, the reason for such leave must be specified.
5. One day for a religious holiday.

Note: Temporary Leave days are non-accumulative and will not be granted the day immediately preceding or following a vacation or holiday.

- B. Emergency leave, which cannot accumulate, is possible for up to five (5) days for critical illness or death in the immediate family.
  1. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside, or hospitalization. For critical illness, immediate family means husband, wife, children, and any other members of the same home; father and mother.
  2. For death, immediate family means husband, wife, children, and any other members of the same home; father and mother, brothers and sisters, grandfather and grandmother, father-in-law, and mother-in-law.

### ARTICLE VIII

#### EXTENDED LEAVES

- A. The Board shall provide leaves of absence for any eligible bus driver in accordance with the provisions of either the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
- B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- C.
  1. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to bus drivers on the same terms and conditions governing leaves of absence for all other disabilities. It is recognized that a bus driver's maternity leave may involve both a disability and a childcare phase.  
  
The disability phase is that period of time both prenatal and postnatal during which a physician certifies in writing the driver's inability to work.
  2. The bus driver shall provide sixty (60) days notice to the Board in writing specifying the date on which the doctor certifies inability to work to commence the disability leave and the date on which the doctor certifies ability to return to work after the birth. The bus driver's accumulated sick leave must be used before the disability phase.
  3. The child care phase is that period of time selected by the bus driver which follows the disability phase and/or birth of the child. Such maternity leave shall be an unpaid leave of absence for the remainder of the school year in which the birth of the child took place. Notification of child rearing leave must be made in writing at least one (1) month prior to the starting date for such leave and should indicate the anticipated starting date and ending date of such leave.
  4. Any bus driver adopting a child may receive similar leave which shall commence upon receiving custody of such child or earlier if necessary to fulfill the requirements of the adoption.
- D. Other extended leaves of absence with or without pay may be granted by the Board or by the Superintendent with the approval of the Board for good cause. Such requests shall not be arbitrarily denied. Denial of such leave shall not be the basis for a grievance.

- E. All benefits to which a bus driver was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a comparable position to that held prior to the leave.
- F. All extensions or renewals of leaves shall be applied for in writing and granted in writing and shall be acted upon by the Board of Education upon recommendation of the Business Administrator.

#### ARTICLE IX

##### DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Bridgewater-Raritan Transportation Association, the Somerset County Transportation Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the New Jersey Education Association (NJEA) by the 15<sup>th</sup> of each month following monthly period in which deductions were made. Employee authorizations shall be in writing on the proper forms.
- B. Each of the associations listed on the form shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- E. The Board agrees to provide for a maximum of three (3) voluntary deductions from salary for the tax sheltered annuity program plus The Somerset County Teachers' Federal Credit Union. No change in existing carriers will be made without mutual agreement between the Board and the Association.
- F. The Board shall deduct 1.5% (one and one half percent) of base salary as a contribution toward health benefits for every employee who does not opt out.

#### ARTICLE X

##### REPRESENTATION FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15<sup>th</sup> of the month on or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such employees.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.
- C. The representation fee shall be in an amount as determined by the Association in accordance with the law. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the

unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

- D. For the purpose of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.
- E. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5. and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if its membership is not so available, the Board shall immediately cease making said deductions.

#### **ARTICLE XI**

##### **BOARD RIGHTS**

- A. The Board and the Association agree that except as modified by Law and this Agreement, the Board has the right: To direct bus drivers of the school district; to hire, assign, retain, or discharge bus drivers of the school district; to maintain efficiency of the school district operation entrusted to it; and to determine methods, means and personnel by which such operations are to be conducted.
- B.
  - 1. The Board shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.
  - 2. The parties shall form a joint committee to review the drivers' handbook once during the life of this Agreement. All new rules and regulations shall be reviewed by the committee prior to implementation.

#### **ARTICLE XII**

##### **SUBSTANCE ABUSE TESTING**

- A. The Board may require a bus driver to be tested for alcohol or drug abuse under the following circumstances. The Board shall pay for the cost of drug testing in accordance with federal requirements as follows:
  - 1. Pre-employment
  - 2. Time of accident
  - 3. Random
  - 4. Return to work
  - 5. Due cause.

#### **ARTICLE XIII**

##### **MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes the Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as the Board and Association policy.
- B. If any provisions of this Agreement or any application of this Agreement to any bus driver or group of bus drivers is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
- C. Any employee contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid

employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- D. Nothing in this Agreement shall be construed as indicating that the Association or the Board waives its rights with respect to the future-negotiability or non-negotiability of items of terms and conditions of employment with respect to successor agreements.
- E. Copies of the Agreement shall be reproduced at the equal expense of the parties
- F. The Board will reimburse drivers for the cost of fingerprinting (after receipt of the Criminal History Approval Review Certificate). Physicals necessary to retain the CDL will be provided if the employee uses the Board's physician.
- G. During the life of this agreement, the Board will reimburse drivers up to \$35 for a jacket of the driver's choosing that identifies him/her as an employee of the Board.

#### ARTICLE XIV

##### WORK DAY AND WORK YEAR

- A. The work year shall be one hundred eighty (180) days between September 1 through June 30, to be scheduled in conformity with the school calendars. A driver's contract may not exceed seven and three quarters (7-3/4) hours daily. Should a driver's schedule exceed eight (8) hours at any point during the year, the driver's mid-day portion of his/her run may be changed or eliminated.
- B. Additional runs may be assigned during any "layover" time for which the driver is being paid.
- C. In the event that new runs are added or existing runs become vacant during the course of the school year, but no later than May 1, drivers (in seniority order, if qualified) may move up to the new or newly vacant route. If a driver moves up, other drivers (in seniority order, if qualified) may move up to that driver's former route. No additional moves will be allowed. Management may deny any move-up request for any reason, which must be stated in writing.

In the event of subsequent new or newly vacant routes, the same procedures will apply but cannot be used by drivers who previously moved up during the school year. Before the start of the next year, routes may be reselected without these restrictions.

- D. For the purposes of personal or sick time, a half-day shall be defined as a.m. or p.m. package for those drivers not having a mid-day. For those drivers having a contracted mid-day run between 9:00 a.m. and 2:00 p.m., the day shall be divided as follows; one-half day shall be either a.m. or p.m. run only and the other half day shall be a.m. or p.m. run including mid-day run. Two mid day runs alone may also be counted as a half-day.
- E.
  - 1. Extra trips that are offered to bus drivers shall be offered to available drivers on a rotation seniority basis. Unavailability or refusal shall count as a turn. Emergency runs shall be on a separate rotating seniority list as per the trip board procedure.
  - 2. The rotation seniority roster may be by-passed when the next available driver on the roster would be paid overtime for the trip. Driver(s) who are by-passed due to the overtime limitation will retain their position on the roster as the next available driver. The driver who is selected for a run due to the overtime limitation will be charged with a turn on the roster.
- F.
  - 1. Mid-day runs shall be compensated for all time worked but not for less than one(1) hour. Multiple mid-day runs shall be compensated for actual time worked unless the aggregate of the multiple runs is less than one (1) hour.
  - 2. Multiple mid-day runs that have thirty (30) minutes or less of layover time between runs shall have the layover time compensated at the driver's regular rate.

3. Mid-day runs intended for the full school year shall be assigned to the senior most driver without a mid-day route whose schedule can accommodate the run.
  4. The Transportation Coordinator will assign drivers to mid-day routes that are not likely to run for the entire school year. The Transportation Coordinator will choose the best driver in his/her discretion that is in the best location with the appropriate vehicle and schedule to complete the route.
- G. On days on which one or more of a bus driver's regularly scheduled runs result in a time conflict due to a calendar difference or an emergency change of schedule, no deduction will be made.
  - H. Each bus driver shall be required to complete a dry run and attend a safety meeting prior to the opening of school on a day designated by the Transportation Coordinator. The dry run will begin at approximately the scheduled run time. The total dry run and meeting time shall be compensated at the miscellaneous rate.
  - I. Drivers shall be guaranteed a minimum of one (1) hour's pay for the "report time" in the event they get called back to cover an assignment after they have gone home or, after they have reported for work and are not needed. This hour is not in addition to time worked.
  - J. No driver shall be assigned additional work that does not allow eight (8) consecutive hours off duty. No driver shall be assigned more than twelve (12) hours duty/driving time in any twenty-four (24) hour day. Duty/driving time shall mean:
    1. Any time operating assigned route (AM, Mid-Day, PM); Any time performing pre-trip and post-trip;
    2. Any time on an athletic or field trip, including driving time, and pre and post trip time;
    3. Any time performing any other work in the capacity, employ or service of the district.
  - K. Contracted runs take precedence over all other runs or trips. A driver may only be assigned a trip or run conflicting with their contracted runs at the discretion of the Transportation Coordinator. The driver will be paid for either the contracted hours or actual time whichever is greater.
  - L. If a run is cancelled because students are not going in on any given day, the driver shall be notified and given an alternative assignment for that day.
  - M.. Included in the job package, all drivers shall be paid for a fifteen (15) minute bus pre-check and a fifteen (15) minute bus clean up, fueling period and post trip functions at the end of the day.
  - N. A Driver Trainer and the trainee shall be compensated at the miscellaneous contracted rate. There will be no pay for training unless approved by the Transportation Coordinator.
  - O. A regular run package shall be for a minimum of four (4) hours. However, runs which cannot be assigned to regular drivers may occasionally require the creation of a job package of less than four (4) hours. The Association will be consulted prior to filling a job package of less than four (4) hours.

## ARTICLE XV

### INSURANCE PROTECTION

- A. 1. The Board of Education agrees that for the duration of this agreement it will provide individual and full family healthcare insurance coverage for all employees in the defined unit working twenty (20) hours per week or more. Effective July 1, 2005, the Traditional Plan will be replaced with the PPO Plan. The in-network copay on the PPO will be \$ 10. The out-of-network deductible will be \$200 per individual and \$400 per family. The out-of-pocket coinsurance maximum will be \$400 per individual and \$800 per family. This is excluding the deductible.



- 2 Employees hired on or after the effective date (November 16, 1999) of ratification of both the Association and the Board of Education shall receive medical benefits including family coverage in the managed health care program at no premium cost to the employee for the first five (5) years of employment. During the first five (5) years of employment the employee may elect to be enrolled in the PPO medical insurance plan program by paying the difference in premium cost between the managed health care plan and the PPO plan. Beginning in the sixth (6) year of employment the employee may elect to enroll in the PPO plan paid for by the Board. Effective July 1, 2005 the prescription drug benefit included in the managed care plan will have the following copays: \$5 Generic / \$10 Brand Name / 2 X Mail Order.
- B. Effective July 1, 2005 the Board will offer Healthcare and Dependent Care reimbursement accounts under a Section 125 program.
- C. The Board agrees to provide a family dental plan for all employees in the bargaining unit. Such program shall be the non-deductible UCR Dental Plan V as described by New Jersey Dental Service Plan, Inc. proposal dated January 4, 1983. Effective July 1, 2005 orthodontic coverage will be added for dependent children under the age of 19. It will be reimbursed at 50% up to a lifetime maximum of \$ 1,500 per child.
- D. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retiree shall be responsible for all premium costs involved.
- E. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- F. The Board shall give written notification at the time of hiring all employees new to the District that the responsibility for insurance coverage during the interim period rests with the employee.
- G. The Board agrees to provide, at no cost to the employee, standard health tests as required of employees to maintain their employment provided said employee avails himself/herself of the program provided by the Board.
- H. The Board shall provide health-care insurance coverage to any employee granted a bona fide sick leave up to a maximum of one (1) year.
- I. Employees who elect to waive their medical insurance benefits outlined in Article XIV.A. shall be compensated each year two thousand dollars (\$2000) for family coverage, one thousand seven hundred fifty dollars (\$1750) for husband/wife coverage, and one thousand two hundred fifty dollars (\$1250) for parent/child coverage and nine hundred dollars (\$900) for single coverage. Prior to making such an election, employees must provide evidence that they and their families, where appropriate, are covered by a medical insurance policy other than the policy provided by the Board of Education. The Board shall provide a guarantee that the employees may re-enroll in the health plan if they lose their alternative health insurance. The Board shall file the proper petition to comply with applicable tax regulations. In the event there is a tax penalty, for the Board's failure to comply, the Board will assume financial responsibility and this provision shall become void.
- J. As of April 1, 2005, the insurance benefits set forth in sections A., B., C, and H. are identical to the insurance benefits of other non-certificated employees of the Board. If, during the term of this Agreement, the insurance benefits described in sections A., B., C, and H. above are modified for other non-certificated employees of the Board this Association and the employees it represents will accept the modified insurance coverage without negotiations. Employees who were hired and qualified for insurance benefits prior to April 1, 2005, will continue to be qualified for insurance benefits even if the minimum hours required to qualify for insurance benefits is increased.
- K. In the event the Board changes insurance carrier(s), it will discuss the change with the association at least sixty days in advance.

ARTICLE XVI

SALARIES

- A. The salaries of all bus drivers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part of hereof.
- B. All bus drivers shall be placed on guide and shall move in accordance with the salary implementation schedule. Schedule A is intended to be read directly across a row, with bus drivers advancing laterally along the row they begin on. Thus, bus drivers will not advance a step level for the 2010-11 year, but will advance one step level for each of the two succeeding years.
- C. Bus drivers shall be paid on the 15th and last day of each month.
- D. Adjustments in pay shall be made in the pay period following the pay period during which the signed time sheet is submitted, provided drivers have submitted all necessary paper work including corrected route sheets and time.
- E. A bus driver shall not be advanced on the salary schedule unless he/she has been paid for at least ninety (90) contracted work days.
- F. Should a question arise concerning a paycheck, hours and rates of pay in support of that check will be made available to the employee upon request.
- G. Effective July 1, 2010, employees who are employed and work without an accident, traffic ticket, or worker's compensation claim for a full school year will earn a bonus of \$500 paid within 30 days after the school year ends. No bonus will be paid in the event of a traffic ticket or worker's compensation claim. In the event of an accident, the Accident Review Board will determine whether the driver is at fault in which case the bonus will not be earned. If appropriate, the Accident Review Board may determine partial preventability and reduce the bonus to any amount between \$0 and \$500.

ARTICLE XVII

DURATION

- A. This Agreement shall be effective for three (3) years, 2010-11, 2011-12 and 2012-13.
- B. Negotiations on a successor Agreement shall commence as provided for in Article II

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

BRIDGEWATER-RARITAN

TRANSPORTATION ASSOCIATION

By: [Signature]

President

BRIDGEWATER-RARITAN

REGIONAL BOARD OF EDUCATION

By: [Signature]

President

By: [Signature]

Secretary

Date: 10-21-10

Date: 12/21/10

Schedule A

2009-10			2010-11		2011-12		2012-13	
step (old name)	step (renamed)	hourly rate	all stay at same step	hourly rate	new step	hourly rate	new step	hourly rate
							1	\$17.40
					1	\$17.40	2	\$17.56
1	1	\$17.54	1	\$17.80	2	\$17.76	3	\$17.74
2	2	\$17.94	2	\$18.21	3	\$18.09	4	\$18.25
3	3	\$18.34	3	\$18.62	4	\$18.60	5	\$18.89
4	4	\$18.74	4	\$19.03	5	\$19.24	6	\$19.41
5	5	\$19.14	5	\$19.44	6	\$19.70	7	\$19.99
6	6	\$19.54	6	\$19.83	7	\$20.23	8	\$20.60
7	7	\$20.09	7	\$20.39	8	\$20.81	9	\$21.32
8	8	\$20.74	8	\$21.05	9	\$21.47	10	\$22.14
8A	9	\$21.44	9	\$21.76	10	\$22.19	11	\$23.01
9	10	\$22.24	10	\$22.57	11	\$23.01	12	\$24.03
9A	11	\$23.39	11	\$23.74	12	\$24.28	13+	\$25.41
Long.	12+	\$24.79	12+	\$25.16	13+	\$25.41		

Schedule A is intended to be read directly across a row, with bus drivers advancing laterally along the row they begin on. Thus, bus drivers will not advance a step level for the 2010-11 year, but will advance one step level for each of the two succeeding years.

*See Revised Copy*

*CW*

